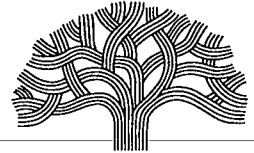


CITY OF OAKLAND



1 FRANK H. OGAWA PLAZA • 3<sup>RD</sup> FLOOR • OAKLAND, CALIFORNIA 94612

Office of the Mayor  
Libby Schaaf

(510) 238-3141  
FAX: (510) 238-4731  
TDD: (510) 238-3254

December 6, 2018

Dear Esteemed Oakland City Councilmembers,

I urge you to approve the attached Resolution approving an employment agreement with City Administrator Sabrina Landreth for the period commencing on July 1, 2019. This agreement contains provisions for salary, leave balances, and severance that require Council approval per Ordinance 12187 and Ordinance 12903.

Please join me in unanimously approving the employment agreement between the City and City Administrator Landreth.

Sincerely,

A handwritten signature in cursive script, appearing to read "Libby Schaaf".

Oakland Mayor Libby Schaaf

**Employment Agreement**

18 DEC -6 PM 4: 59  
This Employment Agreement (Agreement) is made and entered into on July 1, 2019 by the City of Oakland (City) and Sabrina Landreth ("Landreth"). The City and Landreth are referred to in the Agreement as the "parties".

**Section 1. Position**

Pursuant to City Charter section 902(a), the City Administrator is an at-will position and therefore is not a civil service classification and is not subject to the Oakland Civil Service Rules. In accord with City Charter section 504(m), Landreth shall devote her entire time and attention to rendering services to the City required by the position of City Administrator. It is expressly understood and agreed that during the term of this Agreement, Landreth shall not be employed by, retained by or consult with or provide services to or represent any other person, entity or city.

**Section 2. Salary and Executive Benefits**

A. Landreth shall be paid an annual salary within the salary range for the City Administrator in the salary schedule to Salary Ordinance No. 12187 C.M.S. As an at-will employee with a negotiated Agreement, the City Administrator may receive compensation adjustments based on an annual performance evaluation and shall receive cost of living adjustments, if any, consistent with those in the existing or successor Memorandum of Understanding (MOU) between the City and Local 21, IFPTE, provided that the annual salary shall not exceed the top of the salary range for the City Administrator classification.

B. All employee benefits shall be consistent with executive employee level benefits provided by the City. Landreth shall have a vacation leave bank of two weeks upon commencement of her employment as City Administrator. Landreth shall have an Executive Leave Bank of two weeks upon commencement of her employment as City Administrator consistent with Ordinance No. 12903 and Landreth shall be subject to the provisions of Ordinance No. 12903 regarding the use of the Executive leave bank.

C. Vacation shall accrue at the rate of four weeks per year (i.e., consistent with the tenth employment year.) The City Administrator shall accrue all other leaves in accordance with the provisions of Local 21, IFPTE, which may be modified by a successor MOU. Consistent with City policy, Management Leave shall be accrued and awarded retroactively for the preceding fiscal year on July 1<sup>st</sup> of each year and if Landreth's employment is terminated prior to July 1 and during a fiscal year for any reason, she will not accrue or be awarded any Management Leave for that fiscal year.

**Section 3. Deferred Compensation**

The City shall not provide any matching of deferred compensation.

#### **Section 4. Termination of Employment and Severance**

A. The Employment Agreement shall be for a four-year term, effective July 1, 2019 through June 30, 2023.

B. Pursuant to the Oakland City Charter, the Mayor may terminate the City Administrator at any time. Severance shall be paid to Landreth when employment is terminated by the Mayor without cause. If Landreth is terminated without cause, in lieu of the remaining months of this Agreement, the City shall provide six (6) months of salary as severance pay, or salary for the remaining term of the Agreement, whichever is less. The severance shall be paid in a lump sum at the time of separation unless otherwise agreed to by the City and Landreth. Landreth also shall be compensated in cash at the rate of one day's salary for each day of accrued vacation time, management leave, and executive leave. If Landreth is terminated for cause, the City is not obligated to pay severance under this Section. City may terminate the Agreement for cause once City determines that "cause" exists. City will provide written notice of intent to terminate the Agreement and a statement of the reasons for termination. Any decision by City shall be in writing and shall be provided to Landreth. Cause for termination pursuant to this section includes (1) violation of any law (other than a traffic violation or similar offense); (2) ethical lapses; (3) gross dereliction of duty; and (4) violations of the City Charter. The termination provision contained in the Agreement can be modified only in a written document that specifically modifies the Agreement and is signed by Landreth and the Mayor.

C. If the Mayor terminates Landreth without cause, Landreth agrees that the form of release, including the confidentiality, non-disparagement and conflict of interest clauses attached to the Agreement as Exhibit A are acceptable, that she will execute such release and that the severance payment provides sufficient consideration therefor.

D. If Landreth opts to voluntarily leave the City, she will provide not less than of 90 days advance written notification to the Mayor.

E. In addition to Section 2(B) of the Agreement, if Landreth becomes disabled under the Agreement, she will be entitled to earned salary, and any in lieu payments for accrued benefits, including compensation for the value of accrued leave balances for vacation, management and executive leave.

F. In addition to Section 2(B) of the Employment Agreement, in the event that Landreth dies while employed by the City under the Agreement, the City Administrator's beneficiaries or those entitled to the City Administrator's estate, shall be entitled to the City Administrator's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of accrued leave balances for vacation, management leave and executive leave.

#### **Section 5. Auto Allowance and Parking**

The City shall provide and pay for an assigned parking space at an adjacent garage. Landreth shall receive an auto allowance of seven hundred fifty dollars (\$750.00) per month and no mileage reimbursement shall be permissible.

## **Section 6. Telecommunication**

The City shall provide and fully pay for a smart phone with email and cell service, internet service, and a laptop computer with the capacity for remote access.

## **Section 7. Professional Membership/Conference Attendance**

A. City agrees to budget for and to pay for professional dues and subscriptions of the City Administrator necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the City Administrator's continued professional participation, growth, and advancement, and for the good of the City.

B. City agrees to budget for and pay for travel and subsistence expenses of City Administrator for professional and official travel, meetings, and occasions to adequately continue the professional development of City Administrator and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the California League of Cities, and such other national, regional state, and local governmental groups and committees in which City Administrator serves as a member.

## **Section 8. Performance Evaluations**

City shall annually review the performance of the City Administrator subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Mayor and City Administrator. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the City Administrator within 30 days of the evaluation meeting.

## **Section 9. Interpretation of Agreement**

In the event of a dispute between Landreth and the City with respect to the interpretation of the Agreement or any alleged breach of the Agreement which cannot be settled amicably by agreement of the parties, the dispute shall be submitted to a single arbitrator in accordance with the employment arbitration rules of the American Arbitration association and the judgment upon the award shall be final, binding and conclusive and may be entered in the highest court having jurisdiction. The prevailing party in any arbitration pursuant to this paragraph shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

## **Section 10. Entire Agreement**

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services to the City by Landreth. It contains all of the representations, covenants and agreements between the parties with respect to Landreth's services. Each party to the Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been

made by any party, or anyone acting on behalf of any part that are not contained in the Agreement. No agreement, statement or promise not contained in the Agreement shall be valid or binding.

**Section 11. Modification**

Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to the Agreement.

**Section 12. Severability**

If any part of the Agreement is determined to be invalid, unlawful or unenforceable, that part shall not be deemed to be part of the Agreement.

**Section 13. Voluntary Execution**

Sabrina Landreth acknowledges that she has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely and based on her own judgment.

\_\_\_\_\_  
Elizabeth ("Libby") Schaaf                      Date  
Mayor  
CITY OF OAKLAND

\_\_\_\_\_  
Sabrina Landreth    Date

Approved as to Form and Legality:

\_\_\_\_\_  
Barbara J. Parker  
City Attorney  
CITY OF OAKLAND

Resolution No. \_\_\_\_\_ C.M.S. – passed on December 11, 2018, \_\_\_ ayes, \_\_\_ noes,  
\_\_\_\_\_ absent, \_\_\_\_\_ abstentions

## RELEASE OF CLAIMS

On April 1, 2015, the Oakland City Council confirmed the appointment of Sabrina Landreth ("Landreth") as City Administrator for the City of Oakland and passed Resolution No. 85535 C.M.S. authorizing an Employment Agreement for a four-year period commencing July 1, 2015 and ending at midnight on June 30, 2019 between the City of Oakland and Landreth. Among other things the Employment Agreement provides that the City shall provide six (6) months of salary as severance pay, in lieu of the remaining months of said Employment Agreement if the City terminates Landreth without cause; provided however, that the salary shall not exceed the number of months remaining in the Agreement as of the severance date. Landreth acknowledged and agreed that the severance pay constitutes sufficient consideration for her agreement to execute the release, including the confidentiality, non-disparagement and conflict of interest clauses included herein. On December 11, 2018, the Council approved a subsequent Employment Agreement for a four-year period commencing July 1, 2019 and ending at midnight on June 30, 2023.

Landreth hereby agrees as follows:

**Release of Claims.** Landreth, on behalf of himself, her heirs, successors and assigns, fully and forever releases, and covenants not to institute or in any way voluntarily assist in the prosecution of, any legal or administrative proceedings or inquiries against City, including without limitation, City departments, agencies, boards, and current or former officers, directors, officials, agents, or employees with respect to any matter arising out of Landreth's employment with the City. Landreth understands and agrees that she is waiving any rights she may have had, now has, or in the future may have, to pursue any and all remedies available to her under any statutory or common law cause of action arising directly or indirectly from her employment with City, except that the Parties acknowledge that Landreth cannot waive claims under the Age Discrimination in Employment Act of 1967, by executing the Agreement. With regard to the any claims covered by this paragraph, Landreth hereby expressly waives any and all rights under California Civil Code § 1542, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HER OR HER SETTLEMENT WITH THE DEBTOR."

**Non-Disclosure of Confidential Information.** The Parties acknowledge that as City Administrator, Landreth is the highest appointed official and an officer of the City; in that capacity she is responsible, among other things, for executing and enforcing all laws, policies of the City and for administering the City's affairs, controlling and administering the City's financial affairs and supervising purchasing and contracting and confidential information. Consistent with her Employment Agreement and the City Charter, Landreth agrees that she shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any

confidential information concerning any matters affecting or relating to the business of City except with the express written permission of City. Such information includes but is not limited to, the identification of any of City's licensees, sub-licensees, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

**Conflict of Interest.** Landreth agrees that in addition to maintaining the confidentiality of information as described in the preceding section, she will not, directly or indirectly, participate in or in any way represent, provide advice or input or any other information or assistance/advice to any party who is negotiating with the City any agreement, seeking award of any contract or seeking any grant, permit or any other benefits or who is in an adversarial posture with the City if Landreth was privy to and/or was involved in any manner in such matter or if her administration was responsible for evaluating, drafting, negotiating, making recommendations regarding such matter on behalf of the City during her employment with the City.

**Non-Disparagement.** Landreth agrees that for a period of two years, she will not make disparaging remarks, nor take any action that is intended, or would reasonably be expected, to harm the City or its reputation or that would reasonably be expected to lead to unwanted or unfavorable publicity to the City, its officers, employees and officials. "Disparaging remarks, comments or statements" are those that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of the City.

SO AGREED:

\_\_\_\_\_  
Sabrina Landreth

\_\_\_\_\_  
DATE

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*Barbara J. Parker*  
City Attorney

## OAKLAND CITY COUNCIL

RESOLUTION No. \_\_\_\_\_ C.M.S.

INTRODUCED BY HONORABLE MAYOR LIBBY SCHAAF

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**RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH CITY ADMINISTRATOR SABRINA LANDRETH AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO EXECUTE SUCH EMPLOYMENT AGREEMENT FOR THE FOUR-YEAR PERIOD COMMENCING ON JULY 1, 2019 AND ENDING AT MIDNIGHT ON JUNE 30, 2023**

**WHEREAS**, Oakland City Charter Article III, section 305(e) provides, among other things, that the Mayor shall "appoint the City Administrator, subject to confirmation by the City Council" and;

**WHEREAS**, City Charter section 400 provides that "the City Administrator may be hired by contract, for a term not to exceed four years, but no such contract shall prevent the Mayor from removing the City Administrator from office at any time; and

**WHEREAS**, in 2015, the City Council approved a resolution confirming Mayor Schaaf's appointment of Sabrina Landreth as City Administrator and authorized Mayor Schaaf to execute an employment agreement ("2015 Employment Agreement"), on behalf of the City, for the four-year term commencing on July 1, 2015 and ending at midnight on June 30, 2019 on the terms and conditions included in the 2015 Employment Agreement which was attached to the aforesaid resolution as Exhibit A; and

**WHEREAS**, the 2015 Employment Agreement contains provisions for salary, leave balances, and severance that require Council approval per Ordinance No. 12187 and Ordinance 12903; and

**WHEREAS**, Mayor Schaaf has requested that the Council authorize her to execute on behalf of the City an Employment Agreement ("Employment Agreement") with Ms. Landreth for the four-year term commencing on July 1, 2019 and ending at midnight on June 30, 2023; and

**WHEREAS**, the draft Employment Agreement is attached to this Resolution as Exhibit A; now, therefore, be it

**RESOLVED**: That the City Council hereby authorizes Mayor Schaaf, on behalf of the City of Oakland, to execute an Employment Agreement with Sabrina Landreth for the



period of July 1, 2019 through June 30, 2023 on the terms and conditions included in the Employment Agreement attached hereto as Exhibit A; and be it

**FURTHER RESOLVED:** That the Mayor is authorized to make amendments and additions to the aforesaid Agreement, provided that any such changes/additions do not increase the cost of the agreement; and be it

**FURTHER RESOLVED:** That in accordance with City Charter section 401(6), the City Attorney shall pass on the form and legality of the Agreement before the same is executed.

IN COUNCIL, OAKLAND, CALIFORNIA

PASSED BY THE FOLLOWING VOTE:

AYES: BROOKS, CAMPBELL-WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLÉN, KALB,  
KAPLAN AND PRESIDENT REID

NOES:

ABSENT:

ABSTENTION:

ATTEST: \_\_\_\_\_  
LATONDA SIMMONS  
City Clerk and Clerk of the Council  
of the City of Oakland, California

2619614v2